

STATE OF SOUTH DAKOTA
OFFICE OF PROCUREMENT MANAGEMENT
523 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501-3182

Conduct Survey on the Uninsured
PROPOSALS ARE DUE NO LATER THAN AUGUST 2, 2021 BY 5:00 PM CDT

RFP #2442

BUYER: Office of the Secretary

POC: Dawson Lewis
Dawson.Lewis@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

DSS intends to contract with a vendor who will conduct a survey that provides information on the insurance status of South Dakota residents. The successful vendor will provide the Department of Social Services Office of the Secretary with a comprehensive report of the results in a format agreed upon by both the State and the vendor.

The vendor will be responsible to capture 2021 survey data, compare it to the 2011 and 2015 survey results, and identify trends as described in Section 3.0, Scope of Work. The successful offeror will be provided with copies of the 2011 and 2015 survey information.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Office of the Secretary is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Department of Social Services. The reference number for the transaction is RFP #2442. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link <http://dss.sd.gov/keyresources/rfp.aspx> for the RFP, any related questions/answers, changes to schedule of activities, amendments, etc.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	<u>July 1, 2021</u>
Deadline for Submission of Written Inquiries	<u>July 9, 2021</u>
Deadline to Request SFTP Folder	<u>July 16, 2021</u>
Responses to Offeror Questions	<u>July 16, 2021</u>
Proposal Submission	<u>August 2, 2021 BY 5:00 PM CDT</u>
Anticipated Award Decision/Contract Negotiation	<u>October 4, 2021</u>

1.4 SUBMITTING YOUR PROPOSAL

Proposals shall be submitted as PDF's via SFTP. Offerors must request an SFTP folder no later than **July 16, 2021**, by emailing Dawson Lewis at the email indicated on page one. The subject line should be "**RFP #2442 SFTP Request**". The email should contain the name and the email of the person who will be responsible for uploading the document(s).

Please note, offeror will need to work with their own technical support staff to set up an SFTP compatible software on offeror's end. While the State of South Dakota can answer questions, State of South Dakota is not responsible for the software required.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to

any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin, or disability.

1.7 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic, or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.9 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after **July 9, 2021**. Email inquiries must be sent to Dawson.Lewis@state.sd.us with the following wording, exactly as written, in the subject line: **RFP #2442 Questions**.

The Department of Social Services (DSS) will respond to offerors' inquiries by posting offeror aggregated questions and Department responses on the DSS website at <http://dss.sd.gov/keyresources/rfp.aspx> no later than **July 16, 2021**. For expediency, DSS may combine similar questions. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.10 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. ***Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected.*** The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.11 LENGTH OF CONTRACT

The State is seeking proposals for the timeframe necessary and will negotiate the duration of the contract with the selected vendor. The contract will not exceed more than five (5) months duration. There will be no opportunities for extension.

1.12 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Hughes County, State of South Dakota. The laws of South Dakota shall govern this transaction.

1.13 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD AGREEMENT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include, at minimum, the State's standard terms and conditions as seen in Attachment A. As part of the negotiation process, the contract terms listed in Attachment A may be altered or deleted. The offeror should indicate in their response any issues they have with any specific contract terms. If the offeror does not indicate any contract term issues, then the State will assume the terms are acceptable.

3.0 SCOPE OF WORK

3.1 Survey of the Uninsured.

- 3.1.1 The Department of Social Services Office of the Secretary is seeking a vendor to conduct a survey that provides information on the insurance status of South Dakota residents and their eligibility for Medicaid programs. The successful vendor will provide the Department of Social Services Office of the Secretary with a comprehensive report of the results in a format agreed upon by both the State and the vendor.
- 3.1.2 Offerors submitting a response to this RFP should provide a brief description of their experience in survey design and execution.
- 3.1.3 Offerors submitting a response to this RFP should provide a brief description of their familiarity with the subject matter. Specific attention to any familiarity with the State of South Dakota's uninsured population is encouraged.
- 3.1.4 A list of survey questions is provided in Attachment B. Each survey is estimated to take 10 to 15 minutes to complete.
- 3.1.5 Each offeror should propose a survey plan that best provides the State with the data needed to extrapolate the results of the survey on a statewide basis. The State asks that the offeror propose a plan that includes but is not limited to the following:
- 3.1.5.1 Survey of Individuals and Families.
- a. Sample size
 - b. Sampling method
 - c. Survey method
 - d. Data analysis
- 3.1.6 Upon completion of the survey, the vendor will provide results including a comprehensive final report and a presentation of the survey's results to the Department of Social Services Office of the Secretary.
- 3.1.6.1 The presentation can be provided via webinar or conference call and does not require an onsite presentation in South Dakota.
- 3.1.6.2 The final report should include comparative data for all available categories to include the 2011, 2015, and 2021 survey data where noted with an *.
- 3.1.6.3 The final report should include a comprehensive analysis of the uninsured including demographics, geographic locations, employment information, and income by federal poverty level and include:
- a. Total number covered by private health insurance *
 - By age
 - b. Number covered by the State Medicaid program *
 - By age
 - c. Number covered by Medicare of residents 65 and older *
 - By age
 - d. Number covered by insurance provided by Military *
 - By age
 - e. Summary of primary type of health insurance and uninsured to include % and count *
 - f. Trends in employer sponsored health insurance including enrolled, offered (but didn't enroll), no access
 - g. Other ESI trends including uptake by type of employer, percentages of employers offering ESI by employer size, reasons why individuals with access are not enrolled

- h. Summary data regarding interruptions in coverage including number of months without insurance and reasons
- i. Total number of uninsured *
 - By age *
 - By gender *
 - By geographic region of the state *
 - Highest rates of uninsured by age *
 - Receiving care through Indian Health Service *
 - By age *
 - By gender *
 - By geographic region of the state *
 - By race *
 - By income *
 - Employment status *
 - Employment type *
 - Access to ESI *
 - Reasons not enrolled in ESI or other coverage *
- j. Comparative data among those aged 19-64 including employment levels, employment type, etc., cost barriers to coverage, reasons for lack of coverage
 - By age

3.1.6.4 The report should include a specific summary related to the potential Medicaid expansion population to include:

- a. Total number of potential Medicaid expansion population *
 - Total number newly eligible *
 - Total number currently eligible (Woodwork Effect) *
- b. Of the total uninsured % and count eligible for potential expansion *
- c. Total number of potential Medicaid expansion population to be categorized as follows:
 - Breakout by age 19-24, 25-34, 35-44, 45-64 *
 - Gender *
 - Race *
 - Family type *
 - Household size *
 - Receiving care/services through Indian Health Service *
 - Geographic region of the state *
 - Income < 138% FPL, 139-199% FPL, 200-249% FPL, 250-299% FPL, 300% or more *
 - Employment status *
 - Employment level (full time/part time) *
 - Employment type *
 - Access to employer subsidized or other health insurance *
 - Enrolled *
 - Offered but not enrolled *
 - No access *
- d. The offeror should review prior methodology used to arrive at the potential Medicaid expansion population and make any recommendations or adjustments.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no

obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- 4.2 **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the point of contact of the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3 The offeror **MUST** submit a copy of their most recent independently audited financial statements.
- 4.4 Provide the following information related to at least three previous and current service/contracts performed by the offeror's organization which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired, or not renewed in the past three years:
 - a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.
 - d. Price and cost data, quality of work, ability to meet schedules, cost control, and contract administration.
- 4.5 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.
- 4.6 The offeror must detail examples that document their ability and proven history in handling special project constraints.
- 4.7 The offeror must describe their proposed project management techniques.
- 4.8 The offeror must submit information that demonstrates their availability and familiarity with the locale in which the project (s) are to be implemented.
- 4.9 Describe the resources available to perform the work, including any specialized services, within the specified time limits for the project.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 Only a PDF copy shall be submitted.
 - 5.1.1 As outlined in section 1.4 "SUBMITTING YOUR PROPOSAL" proposals shall only be submitted electronically via SFTP.
 - 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
 - 5.2.1 RFP Form. The State's Request for Proposal form completed and signed.

- 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
- 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
- 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Sections 3 and 4. The response should identify each requirement being addressed as enumerated in the RFP.
- 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See Section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:
- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.1.4 Proposed project management techniques;
- 6.1.5 Ability and proven history in handling special project constraints;
- 6.1.6 Cost proposal;
- 6.1.7 Familiarity with the project locale;
- 6.1.8 Availability to the project locale.
- 6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which

documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

- 6.3 The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4 The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 **Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
 - 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached, or the agency terminates the contracting process.
 - 6.5.3 Only the response of the vendor awarded work becomes public. Responses to work orders for vendors not selected and the evaluation criteria and scoring for all proposals are not public. See SDCL 1-27-1.5 and 1-27-1.6.

7.0 **COST PROPOSAL**

Offerors must submit a cost proposal. Each cost proposal should include a breakdown by sample size, expected timeframe for completion, and survey method. Please label your cost proposal Attachment C. There is no specific format to be used.

ATTACHMENT A – Sample Contract

STATE OF SOUTH DAKOTA DEPARTMENT OF SOCIAL SERVICES OFFICE OF THE SECRETARY

Consultant Contract For Consultant Services Between

State of South Dakota
Department of Social Services
OFFICE OF THE SECRETARY
700 Governors Drive
Pierre, SD 57501-2291

Referred to as Consultant

Referred to as State

The State hereby enters into a contract (the “Agreement” hereinafter) for consultant services with the Consultant. While performing services hereunder, Consultant is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. CONSULTANT’S South Dakota Vendor Number is .
2. PERIOD OF PERFORMANCE:
This Agreement shall be effective as of October 1, 2021 and shall end on March 31, 2022, unless sooner terminated pursuant to the terms hereof.

Agreement is the result of request for proposal process, RFP # 2442

3. PROVISIONS:
 - A. The Purpose of this Consultant contract:
 - 1.
 2. Does this Agreement involve Protected Health Information (PHI)? YES () NO (X)
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment) .
 3. The Consultant will not use state equipment, supplies or facilities.
 - B. The Consultant agrees to perform the following services (add an attachment if needed.):
 - 1.
 - C. The State agrees to:
 - 1.
 2. Make payment for services upon satisfactory completion of services and receipt of bill. Payment will be in accordance with SDCL 5-26.
 3. Will the State pay Consultant expenses as a separate item?
YES () NO (X)
If YES, expenses submitted will be reimbursed as identified in this Agreement.
 - D. The TOTAL CONTRACT AMOUNT will not exceed \$.

4. **BILLING:**
Consultant agrees to submit a bill for services within (30) days following the month in which services were provided. Consultant will prepare and submit a monthly bill for services. Consultant agrees to submit a final bill within 30 days of the Agreement end date to receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.
5. **TECHNICAL ASSISTANCE:**
The State agrees to provide technical assistance regarding Department of Social Services rules, regulations, and policies to the Consultant and to assist in the correction of problem areas identified by the State's monitoring activities.
6. **LICENSING AND STANDARD COMPLIANCE:**
The Consultant agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation, or ordinance in which the service and/or care is provided for the duration of this Agreement. The Consultant will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation, or ordinance or through the Consultant's failure to ensure the safety of all individuals served is assumed entirely by the Consultant.
7. **ASSURANCE REQUIREMENTS:**
The Consultant agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (Debarment and Suspension), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.
8. **COMPLIANCE WITH EXECUTIVE ORDER 2020-01:**
By entering into this Agreement, Consultant certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott of divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Consultant further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.
9. **RETENTION AND INSPECTION OF RECORDS:**
The Consultant agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Consultant shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Consultant agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. State Proprietary Information retained in Consultant's secondary and backup systems will remain fully subject to the obligations of confidentiality stated

herein until such information is erased or destroyed in accordance with Consultant's established record retention policies.

All payments to the Consultant by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Consultant.

10. WORK PRODUCT:

Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, as defined in the Confidentiality of Information paragraph herein, state data, end user data, Protected Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Consultant in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State.

Paper, reports, forms, software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State nonetheless reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Consultant agrees to return all information received from the State to State's custody upon the end of the term of this Agreement, unless otherwise agreed in a writing signed by both parties.

11. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Consultant breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

12. FUNDING:

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

13. ASSIGNMENT AND AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof and be signed by an authorized representative of each of the parties hereto.

14. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

15. SUPERCESSION:

All prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

16. IT STANDARDS:

Any software or hardware provided under this Agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

17. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

18. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Consultant, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. SUBCONTRACTORS:

The Consultant may not use subcontractors to perform the services described herein without express prior written consent from the State. The State reserves the right to reject any person from the Agreement presenting insufficient skills or inappropriate behavior.

The Consultant will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Consultant will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Consultant is required to assist in this process as needed.

20. STATE'S RIGHT TO REJECT:

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

21. HOLD HARMLESS:

The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents, and employees, from and against any and all actions, suits, damages, liability, or other proceedings which may arise as the result of performing services hereunder. This section does not require the Consultant to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

22. INSURANCE:

Before beginning work under this Agreement, Consultant shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Consultant, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Consultant agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Consultant shall furnish copies of insurance policies if requested by the State.

A. Commercial General Liability Insurance:

Consultant shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Business Automobile Liability Insurance:

Consultant shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

C. Worker's Compensation Insurance:

Consultant shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

Consultant agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

(Medical Health Professional shall maintain current general professional liability insurance with a limit of not less than one million dollars for each occurrence and three million dollars in the aggregate. Such insurance shall include South Dakota state employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a state employee as a result of the services provided pursuant to this Agreement. If insurance provided by Medical Health Professional is provided on a claim made basis, then Medical Health Professional shall provide "tail" coverage for a period of five years after the termination of coverage.)

23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Consultant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Consultant further agrees that it will immediately notify the State if during the term of this Agreement either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

24. CONFLICT OF INTEREST:

Consultant agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Consultant expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

25. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Consultant by the State. Consultant acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Consultant shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Consultant is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Consultant shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Consultant; (ii) was known to Consultant without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Consultant without the benefit or influence of the State's information; (v) becomes known to Consultant without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers, or other clients to whom the State provides services of any kind. Consultant understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable

federal regulation and agrees to immediately notify the State if the information is disclosed, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. Consultant acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Consultant will be required to undergo investigation.

26. REPORTING PROVISION:

Consultant agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Consultant, or the State of South Dakota or its officers, agents or employees to liability. Consultant shall report any such event to the State immediately upon discovery.

Consultant's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Consultant's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Consultant to report any event to law enforcement or other entities under the requirements of any applicable law.

27. DAVIS-BACON ACT

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

28. COMPLIANCE WITH 40 U.S.C. 3702 AND 3704

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

29. FUNDING AGREEMENT AND "RIGHTS TO INVENTION"

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Consultant wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Consultant must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

_____	_____
Consultant Signature	Date

Consultant Printed Name	
_____	_____
State - DSS Division Director	Date
_____	_____
State - DSS Chief Financial Officer Laurie Mikkonen	Date
_____	_____
State – DSS Cabinet Secretary Laurie R. Gill	Date

State Agency Coding:

CFDA #	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____

DSS Program Contact Person _____
Phone _____

DSS Fiscal Contact Person Contract Accountant
Phone 605 773-3586

Consultant Program Contact Person _____
Phone _____
Consultant Program Email Address _____

Consultant Fiscal Contact Person _____
Phone _____
Consultant Fiscal Email Address _____

SDCL 1-24A-1 states that a copy of all consulting contracts shall be filed by the State agency with the State Auditor within five days after such contract is entered into and finally approved by the contracting parties. For further information about consulting contracts, see the State Auditor's policy handbook.

STATE OF SOUTH DAKOTA
DEPARTMENT OF SOCIAL SERVICES

The State of South Dakota requires all contracts signed July 1, 2009 and later to include documentation that the agency has complied with the procedures set forth in SDCL 5-18A through 5-18D (HB 1260). The documentation must include the request for proposal number (RFP) or the reason the agreement is exempt from the requirements of the law. Payments for contracts that have not complied with the law will be returned as illegal, unauthorized, or improper (SDCL 4-9-7).

Provider's Name: _____

RFP #: 2442

(OR)

Check the applicable exemption(s):

☐ (1) Sole Source is defined by SDCL 5-18D-21 as "services of such a unique nature that the contractor selected is clearly and justifiably the only practicable source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required. Sole source contracts by their nature should be rare;

If checked, please provide explanation:

☐ (2) Emergency services necessary to meet an urgent or unexpected requirement or when health and public safety or the conservation of public resources is a risk;

If checked, please provide explanation:

☐ (3) Services subject to federal law, regulation, or policy or state statute, under which a state agency is required to use a different selection process or to contract with an identified contractor or type of contractor;

☐ (4) Services for professional legal services and services of expert witnesses, hearing officers, or administrative law judges retained by state agencies for administrative or court proceedings;

☐ (5) Services involving state or federal financial assistance passed through by a state agency to a political subdivision;

☐ (6) Medical services and home and community-based services;

☐ (7) Services to be performed for a state agency by another state or local government agency or contracts made by a state agency with a local government agency for the direct provision of services to the public; or

☐ (8) Services to be provided by entertainers for the state fair and other events.

☐ (9) Does not exceed \$50,000.00; [SDCL 5-18A-14](#), [SDCL 5-18D-17](#)

ATTACHMENT B

Survey Questions

I. Household Level Information

1. What is your zip code?
2. Now I need to find out how many people live in your household. This includes family, boarders, roommates, and anyone else who lives there most of the year. Including yourself, how many people are in your household?

II. Person Level Demographics

1. Are/is PERSON male or female?
2. And PERSON's age on her/his/your last birthday?
3. Marital Status.

NOTE: Members of an unmarried couple are treated as separate families. In the survey we've added clarifying instructions to determine actual marital status of the individual. If the person has not been married in the past (to someone in the household or someone else), they will be classified as never been married. If the person had been married a prompt will be used to determine if they are widowed, separated, or divorced.

4. What was the highest grade in school that PERSON have/has completed?
5. Is/Are PERSON a full-time high school or college student? (asked of those 19 to 26)
6. Is/Are PERSON Hispanic or Latino?
7. Which of the following would you say is PERSON's race?

III. Family Unit Formation

1. What is PERSON's relationship to HEAD OF HOUSEHOLD?
2. Is/Are PERSON married to anyone who currently lives here or to someone outside the household?
3. Is anyone living here the parent or guardian of PERSON?
4. Who in the household is main person taking care of PERSON?

IV. Insurance Coverage

1. Are/is PERSON covered by ANY type of health insurance? IF YES: Which of the following types of insurance is this person covered by...?
 - a. Private insurance (such as through employer or Wellmark Blue Cross Blue Shield, Avera, or Sanford)
 - b. Medicare
 - c. Medicaid
 - d. CHIP
 - e. Military, Veteran's coverage, or Tricare
 - f. Indian Health Services
 - g. Other (specify) such as health sharing ministries
2. VERIFICATION FOR THOSE ON MEDICAID: Have you been informed that you are receiving Medicaid because of the COVID-19 Health Emergency and will be ineligible at the conclusion of the Public Health Emergency?
3. VERIFICATION FOR THOSE THAT ARE UNINSURED: You indicated PERSON is not covered by health insurance, is this correct?
4. SOURCE OF CARE FOLLOWUP FOR THE UNINSURED: Does anyone else pay for PERSON's bills when they seek medical care?
5. FOLLOWUP FOR NATIVE AMERICAN COMMUNITY IN CASES WHERE UNINSURED: Medicaid/CHIP is a state program that pays for medical insurance for certain individuals and families with low incomes and resources. Just to verify, is PERSON currently have insurance through the Medicaid program or is PERSON NOT covered through the state Medicaid program?
6. Has any Native American member of the household received or is eligible for services from Indian Health Services (IHS), Urban Indian Health or tribal healthcare?

V. Private Insurance Follow-up (Asked of those with private insurance).

1. Are the people you indicated above as covered by private health insurance ALL covered under the SAME health insurance plan?
2. Next, I need to know which members of the household are covered by each of these private health insurance plans. Who is covered under PERSON's policy?
3. IF NOT ESI: Is PERSON'S health insurance plan provided through- COBRA or a former employer, a retirement plan, a school, college, or university, or was the plan purchased directly from an insurance company?
4. What is the monthly premium paid for PERSON's health insurance?
5. Did you enroll for health coverage at Healthcare.gov/the Exchange?

6. Did you receive a premium subsidy or tax credit?

VI. Questions of Those Who Are UNINSURED

1. How long have/has PERSON been without health insurance coverage?
2. Did you apply, but not enroll in coverage at healthcare.gov or getcoveredsouthdakota.org? If so, why did you not enroll?
3. How does cost rate as the reason why PERSON is not currently covered by insurance?
4. What are the main reasons that PERSON is not currently covered government or private health insurance plan?
5. Next, I am going to read some possible reasons why PERSON may no longer have health insurance coverage:
 - a. You or another member of the family lost their job.
 - b. You or another member of the family is no longer eligible for insurance through their employer because of a reduction in the number of hours they work.
 - c. An employer stopped offering health insurance coverage to you or another family member.
 - d. Our family could no longer afford the cost of the premiums for health insurance through an employer for PERSON.
 - e. You or another member of your family were denied coverage due to a preexisting condition.
6. Earlier you indicated that PERSON had health insurance coverage during the past 12 months. What type of health insurance coverage did PERSON have?
7. Next, I would like to ask you about possible reasons why the uninsured adults in the household have chosen not to enroll in coverage through www.healthcare.gov or South Dakota Medicaid:
 - a. I don't think we would be eligible for it because our employer offers health insurance.
 - b. I don't think we would be eligible because my household makes too much money.
 - c. We would be concerned about being able to see the doctors or health care providers I want to.
 - d. Our household wouldn't want to be receiving government assistance.
 - e. The uninsured members of our household don't really need health insurance coverage.
 - f. Our household would worry that the costs would be too high.
8. Do you have a disability that limits your ability to work?
 - a. If yes, have you applied for social security or other disability benefits?
9. Do you have a Social Security Administration approved disability and are currently in a

waiting period?

VII. Interruptions in Coverage (Asked of those with insurance)

1. Have/has PERSON been without coverage anytime in the last 12 months?
2. Approximately how many of the past 12 months was PERSON WITHOUT health insurance coverage?
3. Why was PERSON without coverage?
4. What type of health insurance coverage did PERSON have prior to your current coverage during the past 12 months?
5. Why did PERSON change health insurance coverage?

VIII. Cost Barriers to Care

1. During the past 12 months, was there any time when anyone in the household needed any of the following but didn't get it because they could not afford it:
 - a. Medical care from a doctor or surgery?
 - b. Mental health care or counseling?
 - c. Dental care including checkups?
 - d. A diagnostic test such as a CAT scan, MRI, lab work, or x-ray that was recommended by a doctor or other care provider?
 - e. Prescription Medicines?
 - f. During the past 12 months, was there any time that you or anyone in the household skipped doses or took smaller amounts of their prescription drugs to make them last longer?

IX. Doctor Visits and Point of Medical Care

1. Within the past 12 months, about how many times did PERSON see a doctor or health care provider about your/his/her health?
2. If not, is this a result of care being interrupted by the COVID-19 Public Health Emergency (i.e., has your provider stopped or delayed taking appointments)?
3. How many of those visits were for strictly routine checkups, that is when, PERSON were/was not sick?
4. Is there a place that PERSON usually go/goes when you/he/she are/is sick or needs medical attention?
 - a. If yes, what kind of place do/does PERSON go most often?
 - i. IHS
 - ii. A private doctor's office (or group practice)
 - iii. Neighborhood health center (or community clinic)

- iv. Chiropractor
- v. Emergency room
- vi. Walk-in or urgent care
- vii. VA clinic
- viii. Other (specify)

5. Is this the same place PERSON usually goes when he needs routine or preventive care, such as a regular check-up?
6. Within the past 12 months, did anyone in the household stay overnight in a hospital?
7. DURING THE PAST 12 MONTHS did you or anyone in the household seek medical care in a hospital emergency room for any reason?

X. Employment

1. Are/Is PERSON working, keeping house, going to school, or something else?
2. Does/do PERSON have more than one paying job?
3. Now thinking about the job PERSON works the most hours. Is this a permanent, temporary, or seasonal job?
4. For the job PERSON works the most hours, what is the total number of hours PERSON usually works per week?
5. On this job, are/is FILL NAME employed by a private company or business, a **government agency, in active military duty, self-employed, working in a family business or farm, or something else?**
6. Is this company...
 - a. A manufacturing company
 - b. A retail company
 - c. A healthcare organization
 - d. A company that provides services
 - e. Construction
 - f. Farming
 - g. Ranching, or
 - h. Something else? (specify)
7. ASK IF EMPLOYED BY GOVERNMENT AGENCY: Does PERSON work for the federal government, state government, local government such as a county or city, or a public school or college?
8. About how many people are employed by this employer, at all locations?

XI. Employer Sponsored Insurance

1. Does PERSON's employer or labor union offer health insurance coverage?
2. Why was coverage not taken?
3. Next, I am going to read some possible reasons why PERSON may not have coverage through their employer's or labor union's health insurance benefit or plan. For each let me know if this is a reason why PERSON did not enroll in their employer's health insurance plan:
 - a. PERSON has not worked for their employer long enough to qualify for health insurance benefits.
 - b. PERSON works too few hours to qualify for health insurance benefits.
 - c. The health insurance offered through PERSON's employer costs too much.
 - d. The health insurance offered through PERSON's employer does not meet PERSON's needs in terms of what type of health care is covered.
 - e. PERSON's employer offers a financial incentive to employee.
4. Does the health insurance offered through PERSON's employer or labor union also provide an option to include coverage for PERSON's spouse?
5. Does the health insurance offered through PERSON's employer also provide an option to include coverage for PERSON's child dependents?
6. If PERSON had the option, how likely would PERSON be to enroll in their employer's health insurance plan?
7. What is the reason PERSON is not likely to enroll in their employer's health insurance plan?
8. You indicated that PERSON currently has private health insurance through their employer. Why is PERSON's spouse not covered under this health insurance plan?

XII. Family Income

1. During the entire year of 2020, what was the total income for THIS FAMILY before taxes, including money from jobs, investments, social security, retirement income, self-employment, unemployment etc.? Separate amounts by type of income.

XIII. Closing

That is the conclusion of the interview. If you have any other comments, I would be happy to pass them along.

READ AS NEEDED:

If you would like more information about South Dakota's Medicaid or CHIP programs you can contact the Department of Social Services at 1-800-305-3064 or visit their website

<https://dss.sd.gov/>.